UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF INDIANA INDIANAPOLIS DIVISION

In re:)	
Johnny Darrell Lorick,) CAS	SE #: 19-00252-JJG-13
Debtor.	j	

DEBTOR'S APPLICATION TO EMPLOY BROKER

COMES NOW the Debtor, by undersigned counsel, and applies to the Court for an Order to Employ Broker for the sole purpose of selling real estate commonly referred to as 6445 Harrison Ridge Boulevard, Indianapolis, IN 46236. In support whereof, Debtor shows the Court as follows:

- 1. The Debtor needs a broker to sell an asset of the bankruptcy estate; specifically, real estate commonly referred to as 6445 Harrison Ridge Boulevard, Indianapolis, IN 46236.
- 2. The Debtor wishes to employ James Gilday Keller Williams Indianapolis/Carmel, 11550 N Meridian Street, Suite 450, Carmel, IN 46032. The contact phone number is: (317) 797-5062 and the email address is jim@thegildaygroup.com.
- 3. Your applicant, the Debtor herein, has selected said broker because realtor has considerable experience in these matters and is qualified to act as Broker for Debtor and has no conflict with the estate, pursuant to an affidavit of James Gilday Keller Williams Indianapolis/Carmel, a copy of which is attached hereto as Exhibit "B".
- 4. The terms and conditions detailing the compensation of James Gilday Keller Williams Indianapolis/Carmel are set forth in the Listing Contract (Exclusive Right to Sell), a copy of which is attached hereto as Exhibit "A". James Gilday Keller Williams Indianapolis/Carmel would receive a commission of 7.0% of the gross selling price of the real estate, of which 2.5% may be paid to any other cooperating broker who

procures a buyer for said real estate, pursuant to a Broker's Cooperative Compensation Policy, previously disclosed to Debtor

5. The employment of James Gilday – Keller Williams – Indianapolis/Carmel would be in the best interest of this estate.

NOTICE: Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the court to enter an order employing the broker, or if you want the court to consider your views on the application, then on or before **November 16**, **2020**, (14 days from the date of service), you or your attorney must file with the court a written objection explaining your position.

Those not permitted to file electronically must deliver any objection by U.S. mail, courier, overnight/express mail, or in person at:

Clerk, U.S. Bankruptcy Court 116 U.S. Courthouse 46 E. Ohio Street Indianapolis, IN 46204

If you mail your objection to the court, you must mail it early enough so the court will **receive** it on or before the deadline stated above.

You must also send a copy to:

Attorney for Debtor Mike Norris & Associates, P.C. 3802 W. 96th Street, #110 Indianapolis, IN 46268

> Chapter 13 Trustee Ann M. DeLaney PO Box 441285 Indianapolis, IN 46204

WHEREFORE, the Debtor, by counsel, moves the Court to approve the application as proposed herein.

Date: 11/2/2020

Respectfully Submitted,

Michael J. Norris (#15341-49) Mike Norris & Associates, P.C. Attorney for the Debtor 3802 W. 96th Street, #110 Indianapolis, IN 46268

Phone: (317) 266-8888 Fax: (317) 266-3401

E-mail: mike@mikenorrislaw.com

CERTIFICATE OF SERVICE

I hereby certify that on 11/2/2020, a copy of the foregoing was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system:

Ann M. DeLaney ECFdelaney@trustee13.com, ecfdelaney@gmail.com
Steven C. Earnhart earnhart@indiana-attorneys.com, meloche@Indiana-attorneys.com
Steven Henry Patterson inbk@rslegal.com, rsbkecfbackup@gmail.com;r elsenfeld@ecf.inforuptcy.com
Martha Rose Spaner inbk@rslegal.com, rsbkecfbackup@gmail.com; reisenfeld@ecf.inforuptcy.com
U.S. Trustee ustpregion10.in.ecf@usdoj.gov

I further certify that on 11/2/2020, a copy of the foregoing was mailed by first-class U.S. Mail, postage prepaid, and properly addressed to the following:

Debtor, Johnny Lorick, 6445 Harrison Ridge Boulevard, Indianapolis, IN 46236;

Realtor, James Gilday – Keller Williams – Indianapolis/Carmel, 11550 N Meridian Street, Suite 450, Carmel, IN 46032.

CREDITORS THAT FILED A PROOF OF CLAIM:

See Mailing Matrix, attached hereto as Exhibit "C."

I further certify that 11/2/2020, a copy of the foregoing was mailed by CERTIFIED U.S. Mail, postage prepaid, and properly addressed to the following:

SENT VIA CERTIFIED MAIL TO PRESIDENT / HIGHEST OFFICER:

N/A

Date: 11/2/2020

Michael J. Norris (#15341-49) Mike Norris & Associates, P.C.



EXHIBIT A

AMENDMENT # ONE TO LISTING CONTRACT

For use only by members of the Indiana Association of REALTORS®

•	Date: 1	0/28/2020			
2	This A	mendment is attached to and m	ade part of Listing	Contract dated 09/03/2020	
3	3	, between James Gild	ay	Keller Williams - Indianap	olis/Carmel (Broker/Company)
4	and Jo	hnny Lorick			, (Seller)
5	on pro	perty known as 6445 Harrison R	idge Boulevard		
6	<u>Indian</u>	apolis	, Indiana,	Zip <u>46236</u> ,	which is legally described as:
7	<u>HARRI</u>	SONRIDGE SEC 1 L 19		· ,	and to regard, accompanies
8					(the "Property").
9	The Li	sting Contract is amended as foll	lows: (check appro	priate paragraph letter)	
10		Listing Price is changed from \$		U.S. Dollars to \$	U.S. Dollars.
11	<u>∏</u> В.	Listing Contract is extended fro	m 11:59 PM of t	day of	
12		, to 11:59 PM of the	e dav	of of	
13	-	Theorive date of Figure Courts	ict is changed to 10/	/30/2020	
14		and exhitation date is changed	το 10/30/2021		
15	□D.	Additional financing methods of	ffered:		
16					
17	<u>□</u> E.	Other changes in the Listing Co	ontract:		
18					
19					
20		·			
21					
22					
23	All other	terms and conditions of the L	isting Contract re	main unchanged.	
24	By signa	ture below, the parties acknowle	dge receipt of a sign	ned copy of this Amendment.	
25	James Gild		RB14048800	Johnny Lorick	dotloop verified 10/29/20 1:32 PM EDT 7HUG-TJWR-YVF9-GATR
26	AGENT		IN LICENSE #	SELLER'S SIGNATURE	7HUG-TWR-WF9-GATR
					DATE
27				Johnny Lorick	
28				PRINTED	
29	Keller Wil	liams - Indianapolis/Carmel	10300179		
30	BROKER	OR COMPANY NAME	IN LICENSE #	SELLER'S SIGNATURE	DATE
				SELECTIO GIGHATORE	DATE
31					
32	_			PRINTED	
33					
	ACCEPT	ED BY: MANAGING BROKER	DATE	MLS#	
		= · · · ·			





Listing Contract (EXCLUSIVE RIGHT TO SELL)



For use only by members of the Indiana Association of REALTORS®

	(Broker/Company, hereinafter referred to as "Broker") for Johnny Lorick
	Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property known
	as 6445 Harrison Ridge Boulevard in Lawrence Township,
	Marion County County, Indianapolis Indiana 46226
	(zip code) legally described as: HARRISONRIDGE SEC 1 L 19
	(the "Property"
	This contract begins on <u>09/03/2020</u> , and expires at 11:59 PM <u>09/02/2021</u>
	subject to the following terms and conditions:
	List Price: (\$449,900) four hundred forty-nine thousand nine hundred. U.S. Dollars, Possession: Closing
	List Price: (\$449,900) four hundred forty-nine thousand nine hundred U.S. Dollars. Possession: Closing Seller represents that Seller is is is not delinquent on any loans which could constitute a lien on the Property; Seller
	represents that the total loans affecting the Property do ont exceed the list price and costs of sale. Seller is not a party
	to any parkruptcy proceeding. Also, Seller has the capacity to convey the Property by a general Warranty Deed or by
	. Did the Seller acquire ownership of the property at a fax sale. Sheriffs sale, any judicial sale, or mortgage
	foreclosure proceeding? Tyes No.
	Seller ☐ is ☑ is not a "foreign person" (individual or entity). Seller ☐ is ☑ is not subject to the Foreign Investment in Real
	Property Tax Act. See http://www.irs.gov/publications/p515/index.html.
	Terms of Sale: The Property may be sold for cash in U.S. Dollars or any of the following methods indicated below:
	Conventional Mortgage Conditional Sales Contract Insured Conventional Mortgage FHA
	☐ Conventional Mortgage ☐ Conditional Sales Contract ☐ Insured Conventional Mortgage ☐ FHA
	Assumption of Existing Mortgage Balance 🔽 VA
	Other
	Seller agrees to pay costs associated with financing not to exceed U.S. Dollars.
	Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and affixed thereto except and all improvements are fixtures permanently installed and affixed
	thereto, except mug hooks in kitchen, all shelves, all pictures and decorative items, and all curtain rods ltems of Personal Property included in the sale:
•	
	Seller shall remove all debris and personal property not included in the sale. Any existing improvements and fixtures permanently installed and affixed which Seller does not want included in the sale shall be removed by Seller prior to the effective date of this listing and replaced with an appropriate substitute, of applicable.
	EXCLUSIVE LISTING. The parties understand and agree that this is an exclusive right to sell, option, exchange or lease listing, and Broker shall be entitled to the commission hereinafter established which shall be payable in U.S. Dollars upon the occurrence of any of the following events:
	1. at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person during
	the term of this contract or any renewal or extension thereof,
	at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to purchase.
	option, exchange or lease the Property for such price and terms as specified, or such other price or terms as Seller may
	accept, at the time an agreement is entered into sell, exchange, option or lease during the term of this contract or any renewal or
	extension thereof, and ultimately completed after the termination of this contract,
	4. the Property is sold, optioned, leased, or exchanged by Seller or any person within 190 days after
	termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any connecting
	proker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing Contract terminates and
	the Property is listed exclusively with another licensed broker, or
	at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the Property.
	Any commission required to be paid under items 1., 3. and 4. above shall be due and payable at the closing of the transaction when title
	to or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items 2, and 5, above
	shall be due and weight and the state of doors
	shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then Broker shall be entitled to
	shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then Broker shall be entitled to interest rate of 12 % per annum until commission is paid.
	interest rate of 12
	interest rate of 12
	shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then Broker shall be entitled to interest rate of 12 % per annum until commission is paid. If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the Property will not take place until after the term of this contract, then this contract shall automatically be extended to coincide with the closing date or term of the lease.
	shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then Broker shall be entitled to interest rate of 12 % per annum until commission is paid. If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the Property will not take place until after the term of this contract, then this contract shall automatically be extended to coincide with the closing date or term of the lease. BROKER'S COMMISSION. The broker's commission charged by the listing Broker for services rendered, with respect to any listing is solely a
•	shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then Broker shall be entitled to interest rate of 12 % per annum until commission is paid. If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the Property will not take place until after the term of this contract, then this contract shall automatically be extended to coincide with the closing date or term of the lease.

65 66 67	tne	sociation contract	n of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing service (if it.	applicable) or any person not a party to
68 69	Se	ller shall	pay in cash in U.S. Dollars to Broker for services a total commission as follows:	
70	1.	7	% of the selling/exchange price or option selling price, but not less than \$	
72	2.	In the e	event of a purchase option, the Seller agrees to compensate Broker on to Purchase.	% of the consideration pai
			event of a lease, the Seller agrees to compensate Broker	% of all amount
75	to i	pe paid b	by a lessee to Seller over the term of the lease.	
76	4.	Other:_		
77 78		TIED U	AS BEEN ADVISED OF BROVERIS COOPERATIVE COMPTION TO THE	 ,
79	tha	at will be	AS BEEN ADVISED OF BROKER'S COOPERATIVE COMPENSATION POLICY, inc offered to cooperating brokers which is 2.5 % of the selling price but not	luding the amount of compensation
80	U.S	S. Dollars	s, included in total commission listed above.	liess than \$
81				
	C.	COMM	IISSION; ATTORNEY FEES. For purposes of this contract, the parties understand a	and agree that Broker's commission in
83 84 85		deemed	ed to be a share of the purchase money received by Seller. If any action is filed in cessful party shall pay to the successful party a reasonable sum for the successful party's a	n relation to this Listing Contract, the
	D.	EARNE	EST MONEY. Broker is authorized to accept earnest money or any part of the purcha	se price and hold it in an escrow/trus
87		account	it. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Bro	oker to keep any earnest money deposit
88 89		up to the	ne amount the commission would have been if the sale was completed in payment for Broker	's expenses, services and advertising.
90	E.	LISTING	IG SERVICE INFORMATION (IF APPLICABLE). It is understood that the Broker may rely	
91		this List	ting Contract which has been provided by the Seller, and the Seller agrees that Broker man	y on the validity of the data penaining to
92		Internet	t or any advertising media and that the Broker may furnish notice to a listing servic	e or other provider of all changes of
93		informa	ation concerning the Property. Seller has been advised of the benefits of marketing a prop	erty through a listing service. Excluding
94 95		a prope	erty from a listing service may result in a lower number of offers received and lower sales p	orice.
96	F.	INFORM	MATION REGARDING PROPERTY. Seller acknowledges that the information on the	Seller's Residential Roal Estate Sales
97		Disclose	ture Form (if applicable) and the information provided for the listing is true and correc	ct, and that Seller is the owner of the
98		Property	ty or is the authorized agent(s) of the true owner with complete and full authority to act o	on behalf of the owner(s). Seller further
99		warrants	ts that no other listing contract is now in force with any other broker. The Seller(s) or a	authorized agent(s) agree to indemnify
100 101		foor an	defend and hold Broker, Company and its agents harmless from any damages, loss, like	ability and expenses including attorney
102		limited t	nd costs, arising from incorrect information or failure to supply material information reg- to the condition of appliances, heating, plumbing, electrical, sewage, major defects in stru	arding the Property, including, but no
103		conditio	ons or hazards, location of property lines, public and private restrictions on the use of	of the Property, any loss or liability in
104		conjunc	ction with this agreement or with Broker or other licensees showing the Property including	 but not limited to, injuries suffered by
105		other lic	censees or prospective buyers.	,,
106 107	G	ENVIRO	ONMENTAL CONTAMINANTS ADVISORY/DELEASE COLLOR DELEGIOR AND LISTER	Darley Calling D. J. H. H.
108	٥.	associat	ONMENTAL CONTAMINANTS ADVISORY/RELEASE. Seller acknowledges that Listing Enter with Brokers are NOT experts and have NO special training, knowledge or expert	Sroker, Selling Broker and all licensees
109		existenc	ce of possible lead-based paint, radon, mold and other biological contaminants ("Envir	connental Contaminants") which might
110		exist an	nd affect the Property. Environmental Contaminants at harmful levels may cause property	damage and serious illness, including
111		but not l	limited to, allergic and/or respiratory problems, particularly in persons with immune system	m problems, young children and/or the
112 113		elderly,		
114		Seller a	agrees to consult with appropriate experts and accepts all risks for Environmen	tal Contaminants and releases and
115		holds h	harmless all Brokers, their companies and licensees from any and all liability, in	ncluding attorney's fees and costs.
116		arising	out of or related to any inspection, inspection result, repair, disclosed defect o	r deficiency affecting the Property,
117 118		includin	ng Environmental Contaminants. This release shall survive the closing.	
119 120	н.	AGENC	CY DISCLOSURES.	
121 122		1.	Office Policy. Seller acknowledges receipt of a copy of the written office policy relating	to agency.
123 124 125 126 127		2.	Agency Relationship. I.C. 25-34. 1-10-9.5 provides that a Licensee has an agency relindividual with whom the Licensee is working unless (1) there is a written agreement to the assisting the individual as a customer without compensation. Licensee(Broker) representagent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting Licensee must deal honestly with a buyer and disclose to the buyer information about the F	e contrary; or (2) the Licensee is merely ts the interests of the Seller as Seller's g and disclosure to the Seller. However,

Licensee about the Property are made as the agent of the Seller. Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyally, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the Property are not made as the agent of the Seller.

Limited Agency Authorization. Licensee or the managing broker may represent Buyer as a buyer agent if such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.

If limited agency arises, Licensee shall not disclose the following without the informed consent, in writing, of both Seller and Buyer.

- Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- That a Buyer will pay more than the offered purchase price for the Property. b.
- That Seller will accept less than the listed price for the Property. C.
- d. Other terms that would create a contractual advantage for one party over another party.
- What motivates a party to buy or sell the Property.

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147 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited 148 agent or among Licensees.

Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s).

- SELLER AUTHORIZATION AND COOPERATION. Seller agrees to provide Broker with the required information necessary for entry 154 J. into a listing service, Internet or other advertising media, to include electronic media and the use of any exterior/interior photos, if applicable. Seller will cooperate with Broker by permitting the Property to be shown at reasonable times and authorizes Broker to place and remove "For Sale" and other signs on the Property.
 - Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors, inspectors, appraisers and others reasonably necessary to market the Property to enter the Property. Seller acknowledges that a buyer may enter the Property with contractors, inspectors or appraisers without being accompanied by Broker. Buyer or Buyer's broker may take videos, photos and electronic images of the Property.
 - 2. Seller will provide Broker with key(s) necessary to access the Property.
 - Seller authorizes Broker to have duplicate keys made.
 - Seller agrees not to rent or lease the Property during the term of this Listing Contract without written notification to Broker. 4.
 - Seller agrees that Broker may work with buyer brokers to assist in performing Broker's duties according to the terms of this 5.
 - 6. Seller grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify and reproduce all of the content of this Listing Contract, including but not limited to, price and terms of financing on a closed sale, photographs, drawings, written descriptions, narratives, and motion pictures obtained or produced by Broker and Broker's agents pursuant to this Listing Contract to members of the Indiana Association of REALTORS®, Inc., to other brokers upon request and to a listing service, Internet or any advertising media. Seller agrees that Broker shall own all rights, title and interest, including but not limited to, any copyright in Property images taken by Broker's photographers or agents.
 - 7. Seller authorizes its utility companies to divulge all utility information to Broker and to provide copies of utility statements, if requested. Seller's utility companies are as follows:
 - 8. Seller authorizes its Homeowner's Association (HOA) to divulge all HOA information to Broker and to provide copies of all HOA documents if requested. HOA Management Company: Gemini Management . HOA Contact Information: 9111 Crawfordsville Rd, Indianapolis 46234 Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$350 U.S. Dollars per Annually which have been paid by Seller through HOA/Management Company may require payment from Seller prior to issuing verification of good standing and/or transfer of ownership.

Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the note and mortgage, if requested. Seller's lending institution is

and the mortgage loan number is Seller's mortgage is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender that the mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to give this notice may result in a pre-payment penalty to be paid by Seller.

10. Seller 🗹 does 🗋 does not authorize Broker to disclose the existence of written offers to Buyer. If Seller has authorized disclosure of the existence of offers on the Property, Broker shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm or by a cooperating broker. (NOTE: Disclosure of individual and company names is not necessary.)

Seller ☐ is ☐ is not offering a limited home warranty.

- 194 J. LOCKBOX/KEY AUTHORIZATION/USE. To facilitate access to the Property, a lockbox installation ☐ is ☐ is not authorized, subject following acknowledgements/conditions:
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 - Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property.
 - Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives claims against Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to indemnify and hold harmless Broker and all authorized persons from claims by third parties from all loss and/or damage.
 - 3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be contacted to schedule a showing, Seller ✓ authorizes ☐ does not authorize Broker to access the Property,
 - 4. Where a tenant/lessee occupies the Property, it is Seller's sole responsibility to obtain tenant/lessee consent to allow the use of a lockbox/key and consent for Broker to access the property.
- K. RECORDINGS AT THE PROPERTY. In the event Seller has a recording system at the Property which captures audio and/or video, Seller understands that recording and transmitting of audio and/or video may result in violation of state and/or federal laws. Seller acknowledges that prospective purchasers may photograph or video the interior of the Property. Seller should remove any items of a personal nature that Seller does not want photographed, recorded or transmitted, such as family photos, paperwork and other personally identifiable information. Seller hereby releases and indemnifies Broker Company and its agents from any liability which may result from any recording or transmitting at the Property.
- 214 L. FAIR HOUSING. The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national
 215 origin, religion, sex, familial status, and handicap.
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 - The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual orientation or gender identity.

220 M. ADDITIONAL PROVISIONS.

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- 1. Seller understands the terms of this Listing Contract and has received a copy.
- The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except by their written consent.
- 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and assigns.
- 4. The parties to this contract agree that this Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement/contract together with any and all subsequent forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original documents shall be promptly delivered, if requested.
- 5. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker does not guarantee the performance of any service provider. Seller is free to select providers other than those referred or recommended to Seller by Broker.
- Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance, protection or repair of the Property nor for the protection or custody of any personal property located thereon, unless provided for in another written agreement.
- Seller consents to receive communications from Broker via telephone, U.S. mail, email, text message and facsimile at the numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
- 8. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34,1-10-6.8.
- 9. Seller discloses to Listing Broker that Seller is licensed and holds License #
- N. WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your identity to commit a crime.

Ο.	FURTHER CONDITIONS.			
	Listing agent will withdraw the listing with	n written notice from the	seller	
			000,021	· · ·
				
			4. 0 .	dottoop verified 09/03/20 7:30 PM EDT
Jam	es Gilday	RB14048800	Yohnny Lorick	09/03/20 7:30 PM EDT K63O-VMT4-3USI-D3P3
AG	ENT	IN LICENSE#	SELLER'S SIGNATURE	DATE
Kell	er Williams Indianapolis/Carmel	103001179	Johnny Lorick	
		IN LICENSE#	PRINTED	
Г	<u> </u>			
L				
AC	CEPTED BY: MANAGING BROKER	DATE	SELLER'S SIGNATURE	DATE
			PRINTED	
	Jam AG Kell BRo		Listing agent will withdraw the listing with written notice from the James Gilday RB14048800 AGENT IN LICENSE# Keller Williams Indianapolis/Carmel 103001179 BROKER OR COMPANY NAME IN LICENSE#	Listing agent will withdraw the listing with written notice from the seller. James Gilday

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Prepared and provided as member service by the Indiana Association of REALTORS®, Inc. (IAR) This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.

Form #01. Copyright IAR 2020





SELLER/LESSOR VIRTUAL OFFICE WEBSITE (VOW) ADVERTISING OPTION-OUT

Property	$\operatorname{Address}$ 6445 HARRISON RIDGE Boulevard, Indianapolis, IN 46236
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- 1. _____I/We have advised Keller Williams Realty that I/We <u>WANT</u> the listed property to be displayed on the Internet.
- 2. ____I/We have advised Keller Williams Realty that I/We <u>**DO NOT WANT**</u> the address of the listed property To be displayed on the internet.

I/We understand and acknowledge that if I/we have selected item #2 above, consumers who conduct searches for listings on the internet will not see information about the listed property in response to their search.

Johnny Lorick	dotloop verified 09/03/20 7:30 PM EDT DLQE-OTDT-JY8F-J34Y	
SELLER/LESSOR SIG	NATURE DATE	SELLER/LESSOR SIGNATURE DATE
Johnny Lorick		
PRINTE	D	PRINTED

Case 19-00252-JJG-13 Doc 65 Filed 11/02/20 EOD 11/02/20 17:41:21 Pg 11 of 16



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE State Form 46234 (R6/6-14)

₩ INDIANAPOLIS METRO NORTH KELLERWILLIAMS.

Date (month, day, year)

Note; This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required

bν

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may Seller's states that the information contained in this Discosure is correct to the pest of Seller's CURKENT ACTUAL KNOWLEDGE as of the above date. The prospective puyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for discosure only and is not intended to be a part of any contract between the buyer and the owner, Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the discosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate. Property address (number and street, city, state, and ZIP code) 6445 Harrison Ridge Boulevard, Indianapolis, IN 46236 1. The following are in the conditions indicated: None/Not None/Not Do Not A. APPLIANCES Not Do Not Included/ Defective C. WATER & SEWER SYSTEM Defective Included Defective Defective Rented Know Rented Built-in Vacuum System \square Cistem \mathbf{Z} Clothes Dryer M П П Г Septic Field/Bed П Г \square Clothes Washer П \checkmark Г Hot Tub $\overline{\mathbf{M}}$ Dishwasher \mathbf{V} П Plumbing ∇ Disposal ∇ Aerator System \mathbf{V} Freezer П Sump Pump Ŋ Gas Grill Г П V Irrigation Systems Hond \square Water Heater/Electric П Г Microwave Oven Ø Water Heater/Gas П \mathbf{V} П Oven \square П П Water Heater/Sola \checkmark Г П Range Г П Water Purifier \square Г П г Refrigerator \mathbf{Y} Water Softener Ø Room Air Conditioner(s) \mathbf{A} П _ $\overline{\Omega}$ Well Trash Compactor \square П П Septic and Holding Tank/Septic Mound ∇ П TV Antenna/Dish П П П ₹. Geothermal and Heat Pump ablaOther: gas stovetop and vent П П Ø Other Sewer System (Explain) $\overline{\mathbf{A}}$ П П Swimming Pool & Pool Equipment \square П П Do Not Yes No Know Ħ Are the structures connected to a public water system? B. Electrical None/Not Not Do No Defective Are the structures connected to a public sewer system? $\overline{\Delta}$ System Included/ Defective Know Are there any additions that may require improvements to Rented Δ Air Purifier the sewage disposal system? M If yes, have the improvements been completed on the Burglar Alarm П \square П sewage disposal system? Ceiling Fan(s) 図 Are the improvements connected to a private/community Garage Door Opener / Controls water system? П \square \Box Are the improvements connected to a private/community Inside Telephone Wiring П sewer system? and Blocks/Jacks П M D. HEATING & COOLING None/Not Defective Do Not Intercom \square included Defective SYSTEM Know Rented Light Fixtures \square Attic Fan \square П Sauna \square П П Central Air Conditioning \square П Smoke/Fire Alarm(s) П \square Hot Water Heat Y П Switches and Outlets П П \square Furnace Heat/Gas П V Vent Fan(s) П \square 50/100/200 Amp Service Furnace Heat/Electric ∇ П \Box \square ∇ (Circle one) Solar House-Heating \Box Generator \square Woodburning Stove V. NOTE: Means a condition that would have a significant"Defect Fireplace V effect on the value of the property, that would significantly impair the health Fireplace Insert \square or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected Air Cleaner \square П normal life of the premises. Humidifier ∇ Г Propane Tank Y П Other Heating Source \mathbf{V} The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below. Signature of Seller Signature of Buyer Johany Lorick Signature of Selle Signature of Buyer The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer. Signature of Seller (at closing) Signature of Seller (at closing)

Phone:

Fax:

Property address (number and street, city, state	and ZIP	code)					
6445 Harrison Ridge Boulevard, Indianapa							
2. ROOF			DO NOT	1			
Age, if known 19 Years.	YES	ом П	KNOW	4. OTHER DISCLOSURES	YES	NO	DO NOT
Does the roof leak?				Do structures have aluminum wiring?		Ø	
Is there present damage to the roof?		2		Are there any foundation problems with the structures?			_
Is there more than one layer of shingles on the				Are there any encroachments?		Ø	<u> </u>
house?			.	Are there any violations of zoning, building codes, or restrictive covenants?			
If yes, how many layers?				Is the present use of non-conforming use?			
2 HAZARROUS CONDITIONS			DO NOT	Explain:			
3. HAZARDOUS CONDITIONS	YES	NO	KNOW				
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		Ø					
Is there any contamination caused by the manufacture or a controlled substance on the				Is the access to your property via a private road?		Ø	
property that has not been certified as		\boxtimes		Is the access to your property via a public road?	\square		
decontaminated by an inspector approved under IC 13-14-1-15?				Is the access to your property via an easement? Have you received any notices by any		Ø	
Has there been manufacture of				governmental or quasi-governmental agencies affecting this property?		Ø	
methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		ผ		Are there any structural problems with the building?		Ø	
Explain;				Have any substantial additions or alterations been made without a required building permit?		Ø	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?			
				Is there any damage due to wind, flood, termites, or rodents?			
				Have any structures been treated for wood destroying insects?		Ø	
<u> </u>				Are the furnace/woodstove/chimney/flue all in working order?	Ø		
E. ADDITIONAL COMMENTS AND/OR EXPLANAT	IONS:			Is the property in a flood plain?		Ŋ	
(Use additional pages, if necessary)				Do you currently pay for flood insurance?			\square
				Does the property contain underground storage tank(s)?		Ø	
				Is the homeowner a licensed real estate salesperson or broker?		Ø	
				Is there any threatened or existing litigation regarding the property?		Ø	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	Ø		
		_		Is the property located within one (1) mile of an airport?		Ø	
inspections or warranties that the prospective	rranty by o buyer o: tifv to the	the owner r owner ma e ourchase	r or the owner By later obtain Br at settlemer	ler, who certifies to the truth thereof, based on the sagent, if any, and the disclosure form may not be a. At or before settlement, the owner is required to do the that the condition of the property is substantially of this Disclosure by signing below.	e used as isclose an	a substitu v material	te for any
Signature of Seller Solary Lorick			dotloop verified 09/03/20 7:30 PM E XOIB-YL71-5JRE-QF				
Signature of Seller	_			Signature of Buyer			
The Seller hereby certifies that the condition of	the prope	rty is subs	tantially the sa	me as it was when the Seller's Disclosure form was or	iginally pro	vided to t	he Buver.
Signature of Seller (at closing)		-	,	Signature of Seller (at closing)	J) PI		
IR SEATON	_			WI #02			











SELLER'S ESTIMATED NET PROCEEDS

For use only by members of the Indiana Association of REALTORS®

1 2	Property Address 6445 Harrison Ridge Bo	ulevard, Indianapolis, IN 4623	<u> </u>	
3	Place of Closing Closing Agent	_	Clesing Date	
4	Closing Agent Seller Johnny Lorick		Buver	
5 6 7	Sales Price		\$424,900	- -
8 9		Gross Amount Due Seller	<u> </u>	\$449900
10	EXPENSE OF SELLER			_
11	Title Insurance		\$ 1,500	
12	Pay-Off of First Mortgage		\$	-
13	Taxes (\$1,904)	\$3,872	-
14	Broker's Commission			-
15	BAC: 3%		\$13,497	-
16	T A.C. ADI		\$17,996	•
17	Home Warranty		\$585	•
18			\$500	•
19				•
20				•
21				•
22			-	•
23				•
24				•
25				•
26		Total Expenses	\$ 37,950	•
27 28	Net Amount	Due Seller		\$411,950
29	APPROVED:			
30	James Gilday	RB14048800	Johnny Lorick	datloop verified D9/03/20 7:30 PM EDT D3RG-ZCBV-XYMB-CGFI
31	AGENT	IN LICENSE#	SELLER'S SIGNATURE	-
32 33	Keller Williams Indianapolis/Carmel BROKER OR COMPANY NAME	103001179 IN LICENSE #	Johnny Lorick PRINTED	
- A				
34 35			SELLER'S SIGNATURE	
36 37			PRINTED	



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.

Form #30. Copyright IAR 2020



Exhibit's"

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF INDIANA INDIANAPOLIS DIVISION

In re:)	
Johnny Darrell Lorick,) CASE#	: 19-00252-JJG-13
Dehtor	j	

AFFIDAVIT OF JAMES GILDAY - KELLER WILLIAMS - INDIANAPOLIS/CARMEL

COMES NOW James Gilday – Keller Williams – Indianapolis/Carmel, and being first duly sworn upon broker's oath, deposes and says:

- I am affiliated with Keller Williams Indianapolis/Carmel, 11550 N
 Meridian Street, Suite 450, Carmel, IN 46032;
- 2. Debtor Johnny Darrell Lorick wishes for me to assist in selling the real estate commonly referred to as 6445 Harrison Ridge Boulevard, Indianapolis, IN 46236; and
- 3. I have no connection with the Debtor, or any other party in interest, and no interest adverse to the Trustee or to the bankruptcy estate in the matters upon which I and/or Keller Williams Indianapolis/Carmel is to be engaged in the above-captioned matter, and I have no arrangement for the sharing of any fees in the above-captioned matter, except for those that are disclosed in the Listing Contract (Exclusive Right to Sell) signed on October 29, 2020 with a contract commencement date of October 30, 2020 (attached hereto as Exhibit "A"), which has been previously executed by Johnny Darrell Lorick and I. The proposed commission rate of myself and/or Keller Williams Indianapolis/Carmel is 7.0% of the selling price which is referenced in said Listing Contract, of which 2.5% may be paid to any other cooperating broker who procures a buyer for said real estate, pursuant to a Broker's Cooperative Compensation Policy

previously disclosed to Johnny Darrell Lorick. Typically, a total commission rate is 7.0% of the selling price.

FURTHER, AFFIANT SAYETH NOT.

I verify under penalty of perjury that the foregoing is true and correct to the best of my knowledge on this ______ of November, 2020.

Jim Gilday

dotloop verified 11/02/20 12:23 PM EST SOKC-P2EJ-COSR-0C75

James Gilday - Keller Williams – Indianapolis/Carmel 11550 N Meridian Street, Suite 450 Carmel, IN 46032 jim@thegildaygroup.com

EXHIBIT C

Colonial Savings PO Box 2988 Fort Worth, TX 76113-2988

(p) INDIANA DEPARTMENT OF REVENUE ATTN BANKRUPTCY 100 N SENATE AVE INDIANAPOLIS IN 46204-2253

LVNV Funding LLC Resurgent Capital Services PO Box 10587

Greenville, SC 29603-0587

(p)PORTFOLIO RECOVERY ASSOCIATES LLC PO BOX 41067 NORFOLK VA 23541-1067 Indiana Nephrology & Internal Medicine 9011 N Meridian Street Suite 225 Indianapolis, IN 46260-5365

Navient Solutions, LLC on behalf of Ascendium Education Solutions, Inc. PO BOX 8961 Madison, WI 53708-8961

St. Vincent Hospital by American InfoSource as agent PO Box 248838 Oklahoma City, OK 73124-8838 Internal Revenue Service Attn: Bankruptcy Department PO Box 7346 Philadelphia, PA 19101-7346

ODR Bkcy 955 Center St NE Salem, OR 97301-2555